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Additional Registrar of Assurance-II
Kolkata

- 3 JUL 2020

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 3rd day of July,
Two Thousand and Twenty (2020),

Certified that the Document is admitted to
Registration The Signature Sheet and the
endorsement sheet attached to this document
are the part of this Document.

[Signature]
Additional Registrar
of Assurance-II Kolkata

- 3 JUL 2020

PRAGOTI INFRASTRUCTURE

[Signature]

Partner

BETWEEN

1. **SMT. GAYATRI SAHA** (PAN NO.: ALRPS3066L), widow of Late Indra Bhushan Saha, by faith- Hindu, by occupation- housewife, 2. **SRI HIMADRI SAHA** (PAN NO.: AKZPS9304E), son of Late Indra Bhushan Saha, by faith- Hindu, by occupation- business, both are residing at GC 143 Salt Lake City, Sector- III, Post Office- IB Block, Police Station- Bidhannagar (South), District- North 24 Parganas, Kolkata- 700 106, and 3. **SMT. MERUNA SAHA** (PAN NO.: AMGPS9821B), wife of Sri Debasish Saha, by faith- Hindu, by occupation- housewife, residing at 82A, Orbit City, Wing 2/5E, Raja S.C. Mollick Road, Post Office- Naktala, Police Station- Patuli, Kolkata- 700047, hereinafter called and referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

M/S PRAGOTI INFRASTRUCTURE (PAN NO.: AAYFP2604H), a partnership firm having its office at 40, Shri Aurobindo Sarani, Ground Floor, Post Office and Police Station- Bartola, Kolkata- 700 005, West Bengal, represented by its Partners namely 1. **SHRI RATAN BISWAS**, (PAN- AEAPB0938A), son of Late Monomohan Biswas, by faith - Hindu, by occupation- Business, residing at GC-163, Salt Lake City, Sector- III, Police Station- Bidhannagar (South), District- North 24 Parganas, Kolkata- 700106, 2. **SHRI AMIT DASGUPTA** (PAN- AGGPD5790E), son of Late bimal Kumar Dasgupta, by faith - Hindu, by occupation- Business, residing at 5, Despran Sasmal Avenue, Police Station- Baranagar, Post Office- ISI, District- North 24 Parganas, Kolkata- 700108, 3. **SHRI NEMAI MITRA** (PAN- AEKPM9896E), son of Late Bijoy Kumar Mitra, by faith - Hindu, by occupation- Business, residing at 101/C, Mazid Bari Street, Police Station- Bartola, Post Office- Beadon Street, Kolkata- 700006, hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS the **OWNERS** of the One Part are the sole and absolute owners and otherwise well sufficiently entitled to ALL THAT the piece and parcel of plot of land

PRAGOTI INFRASTRUCTURE

Nemai Mitra

Partner

measuring by estimation an area of about 1337.35 square meters or 19 (nineteen) Cottahs 15 (fifteen) chittacks and 36 (thirty six) square feet be the same little more or less together with the old structure standing thereon, ground plus two (G+2) storied building on the front side and ground plus one (G+1) storied building on the back side lying and situated at and being premises no. 157B, Lenin Sarani, Police Station- Bowbazar, Kolkata- 700 013, more fully and particularly mentioned in Schedule- A hereunder written and hereinafter referred to as the said property.

AND WHEREAS under the owners as aforesaid several parties/ persons have been holding parts and portions of the said property as occupants thereof, such parties comprising of tenants, trespassers and encroachers.

AND WHEREAS the owners have decided to develop or cause to be developed the said property by constructing and/or erection a new building and/or structure thereon and the Developer herein has agreed to develop the said property and construct a multistoried building on the said plot of land after demolishing the old existing structures standing thereon.

AND WHEREAS the parties hereto being the OWNERS of the one part and Developers of the other part have previously entered into an unregistered development agreement dated 03rd day of February, 2008 with certain terms and conditions stipulated therein in the said agreement.

AND WHEREAS the parties hereto being the OWNERS of the one part and Developers of the other part have agreed to further modified terms and conditions and thus have agreed to execute this present agreements under the terms and conditions as mutually agreed and decided by and between the parties herein and contained under these presents.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO the following terms and conditions.

ARTICLE-I: DEFINITIONS

1.1 **OWNERS:-** Shall mean the said **SMT. GAYATRI SAHA**, widow of Late Indra Bhushan Saha, by faith- Hindu, by occupation- housewife, **2. SRI HIMADRI SAHA**,

PRAGOTI INFRASTRUCTURE

Nemai Pritam
Partner

son of Late Indra Bhusan Saha, by faith- Hindu, by occupation- business, both are residing at GC 143 Salt Lake City, Sector- III, Post Office- IB Block, Police Station- Bidhannagar (South), District- North 24 Parganas, Kolkata- 700 106, and 3. **SMT. MERUNA SAHA**, wife of Sri Debasish Saha, by faith- Hindu, by occupation- housewife, residing at 82A, Orbit City, Wing 2/5E, Raja S.C. Mollick Road, Post Office- Naktala, Police Station- Patuli, Kolkata- 700047, and their heirs, executors, administrators, legal representatives and assigns.

1.2 **DEVELOPER:-** Shall mean **M/S PRAGOTI INFRASTRUCTURE**, a partnership firm having its office at 40, Shri Aurobindo Sarani, Ground Floor, Post Office and Police Station- Bartola, Kolkata- 700 005, West Bengal, represented by its Partners namely 1. **SHRI RATAN BISWAS**, son of Late Monomohan Biswas, by faith - Hindu, by occupation- Business, residing at GC-163, Salt Lake City, Sector- III, Police Station- Bidhannagar (South), District- North 24 Parganas, Kolkata- 700106, 2. **SHRI AMIT DASGUPTA**, son of Late bimal Kumar Dasgupta, by faith - Hindu, by occupation- Business, residing at 5, Despran Sasmal Avenue, Police Station- Baranagar, Post Office- ISI, District- North 24 Parganas, Kolkata- 700108, 3. **SHRI NEMAI MITRA**, son of Late Bijoy Kumar Mitra, by faith - Hindu, by occupation- Business, residing at 101/C, Mazid Bari Street, Police Station- Bartola, Post Office- Beadon Street, Kolkata- 700006 and include their heirs, executors, administrators, legal representatives and assigns.

1.3. **TITLE DEEDS:-** Shall mean all the documents of Title relating to the said premises shall be handed over in attested copies to the Developer at the time of execution of this Agreement. The Owners are bound to produce all documents as and when necessary from time to time having acknowledgement/receipt from concerned authority and/or Developer.

1.4. **PREMISES:** Shall mean to ALL THAT the piece and parcel of plot of land measuring by estimation an area of about 1337.35 square meters or 19 (nineteen) Cottahs 15 (fifteen) chittacks and 36 (thirty six) square feet be the same little more or less together with the old structure standing thereon, ground plus two (G+2) storied building on the front side and ground plus one (G+1) storied building on the back side lying and situated at and being premises no. 157B, Lenin Sarani, Police Station- Bowbazar, Kolkata- 700 013 together with all rights of easements facilities and

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Partner

amenities annexed thereto more fully and particularly mentioned and described in the SCHEDULE-"A" hereunder written.

1.5. **BUILDING/ PROJECT:-** Shall mean and includes the act of receiving actual possession of the said existing building or structure standing on the premises having number 157B, Lenin Sarani, Police Station- Bowbazar, Kolkata- 700 013, after arriving at a settlement with the present tenants/ trespassers/ encroachers and demolishing the said existing structure, development and construction of a new building thereon according to the sanctioned building plan to be sanction by the competent authority in the manner hereinafter mentioned and recorded under these presents.

1.6. **ALLOCATION:-** Shall mean and has been mentioned in the **SCHEDULE- "B"** hereunder.

1.7. **COMMON FACILITIES & AMENITIES:** Shall include roof, corridors, hall ways, stair ways, lift facility, passage way, drive ways, common lavatories, pump space, underground, water reservoir, overhead water tank, stair and stair landing on all floors, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance, management of the building and land there under or mutually agreed upon by the Owners of units/ floors/ flats/spaces which is mentioned in the **SCHEDULE "C"** hereunder.

1.8. **SALEABLE SPACE:** Shall mean units/floors/flats/car-parking/commercial spaces in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

1.9. **COMMON EXPENSES:** Shall mean and include expenses incurred for the purpose of maintaining the said premises and the proposed building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Developer, the Owners and their nominees including the intending Purchasers/ s and the common use and enjoyment thereof, which is mentioned in the **SCHEDULE-"D"** hereunder.

1.10. **ARCHITECT:** Shall mean such person or persons who may be entrusted and/

2. **SINGULAR:** Shall mean plural and vice versa, masculine shall include feminine and vice versa.

ARTICLE-II; COMMENCEMENT.

- 2.1 This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

ARTICLE-III; OWNERS RIGHTS REPRESENTATIONS

- 3.1. The Owners hereto absolutely seized and possessed of and/or well and sufficiently entitled to ALL THAT the piece and parcel of plot of land measuring by estimation an area of about 1337.35 square meters or 19 (nineteen) Cottahs 15 (fifteen) chittacks and 36 (thirty six) square feet be the same little more or less together with the old structure standing thereon, ground plus two (G+2) storied building on the front side and ground plus one (G+1) storied building on the back side lying and situated at and being premises no. 157B, Lenin Sarani, Police Station- Bowbazar, Kolkata- 700 013.
- 3.2. Save and except the Owners nobody else have any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said premises.
- 3.3. That the said premises is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever save and except the occupation by the tenants/ trespassers/ encroachers as aforesaid. The said property is not subject to any order of compulsory acquisition or requisition, whatsoever, from any authority and/or under any law for the time being in force and that there are no other co-owners of the said property.
- 3.4. That the Owners and/or any of the owners have not entered into any agreement for sale and/or development or any other agreement whatsoever or however in respect of the said premises prior to this agreement. This agreement is irrevocable.
- 3.5. The said property is not subject to any order of compulsory acquisition or requisition, whatsoever, from any authority and/or under any law for the time being in force and that there are no other co-owners of the said property.

3.6. That the Owners of the One Part shall at the cost of the Developer of the Other Part from time to time and at any time submit and/or join with the Developer as the Owners of the said Property in submitting the Building plan, applications, forms, petitions and writings to the appropriate authority for sanction and/or approval of the plans and/or materials and otherwise as may or shall be require for the construction of the building on the said plot of land.

ARTICLE-IV: DEVELOPER'S RIGHTS

4.1. The Owners hereby grant exclusive right to the Developer to develop the said premises by way of constructing a new multi-storied building thereon in accordance with the building plan to be sanctioned by the competent authority with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.

4.2. That the Developer shall pay and bear all expenses towards sanction plan, building material, lawyer, fees and all construction chargers of the new building and to complete it in all respects at its own costs or at the cost, Purchaser or Purchasers including architect fees charges expenses required to be paid or deposited for the purpose of development of the said premises and the Owners shall not have any responsibility in these respects.

4.3. It is made clear that save and except the share of the Owners in the proposed building, all other units/floors/flats/office/commercial spaces /car parking spaces/ basements will be the property of the Developer herein and if the Developer so desires, it could be disposed of by himself to the prospective buyers at any consideration or price at the sole discretion of the Developer.

4.4. That the Developer of the Other Part herein shall upon execution of this agreement, be at liberty and is hereby authorize to advertise, fix hoarding or sign board for the sale of flats, shops and units comprising thereon together with proportionate undivided share of land and common areas and facilities to any prospective buyers before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the developer shall think fit and proper and shall be at liberty and shall have the power to receive

any earnest money, part payment and/or full consideration for the same from them. It is agreed and declared by the parties herein that the entire consideration money for the flats and/or units including the earnest money or nominal payments thereof shall be received by the developer, to which the owners will be entitled to half of such amount so received towards the full and/or part payment of the consideration amount for such flats and/or units.

4.5. The Developer of the other part herein shall take necessary steps to obtain necessary permission from the government officials, whether state or central, as the case may be at his own cost, including obtaining of GST as per government rules, if applicable, and also necessary registration of the said construction and/or project with the West Bengal Housing Regulatory Authority and to abide by the same from time to time.

ARTICLE-V: CONSIDERATION

5.1. That in terms of the earlier unregistered development agreement dated 3rd day of February, 2008, the ~~adjustable~~ ^{refundable} advance money of Rs. 75,00,000/- (Rupees Seventy Five Lacs) Only shall remain the same as have been agreed between the parties hereto and out of which the Developer of the Other Part has already paid a sum of Rs. 27,29,254 (Rupees Twenty Seven Lacs Twenty Nine Thousand Two Hundred Fifty Four) only to the Owners of the One Part herein and a further sum of Rs. 24,00,000/- (Rupees Twenty Four Lacs) only shall be paid by the Developer of the Other Part herein to the Owners of the One Part herein at the time of execution of this present Development Agreement along with the Development Power of Attorney and the rest balance amount i.e. Rs. 23,70,746/- (Rupees Twenty Three Lacs Seventy Thousand Seven Hundred Forty Six) only shall be paid after obtaining the sanction plan from the authority concerned.

5.2. That the said ~~adjustable~~ ^{refundable} advance money of Rs. 75,00,000/- (Rupees Seventy Five Lacs) Only shall be ~~adjusted (interest free)~~ ^{refunded} as and against the price and proportionate area falling under the Owner's Allocation to be calculate at the prevailing market rate and the Owners of the One Part shall get the rest of their allocated share in the newly constructed building to be constructed over the said plot of land only after ~~adjustment~~ ^{refund} of the said ~~adjustable~~ ^{refundable} advance money of Rs. 75,00,000/- (Rupees Seventy Five Lacs) Only.

Gayatri Saha
Himadri Saha

5.3. In consideration of the Agreement, the Owner has agreed to grant exclusive right of development of the said premises to Developer and the Developer agrees and/or undertakes to the Owner to pay half of the consideration amount received after allocation of the spaces to the existing tenants and on further adjusting the said ~~adjustable~~ ^{refunded} advance money of Rs. 75,00,000/- (Rupees Seventy Five Lacs) (interest free) Only of the said flat of entire proposed multi-storied building to be constructed as per sanctioned plan to be sanction by the concerned Authority which shall include the residential complexes, parking spaces and also commercial spaces, if any, to the Owner herein, in the said plot of land morefully and particularly described in the Schedule-A hereinbelow together with all easements rights, facilities and amenities annexed to the proposed building along with undivided impartiable proportionate share of the land underneath, and the remaining balance amount the developer shall be entitled together with all easements rights, facilities and amenities annexed to the proposed building along with undivided impartiable proportionate share of the land underneath to be constructed as per the sanction plan to be sanctioned by the concerned Authority which is morefully and particularly mentioned in the SCHEDULE "B" hereunder written. Be it mention herein that in the event before the initiation and/or starting of construction of the said proposed multi-storied building, the tenants/trespassers/encroachers are willing to vacate their respective tenanted/occupied portions of the said existing building, the sale/proceed of the portion of the said proposed building which otherwise would have to be transferred in the name of such tenants/trespassers/encroachers shall be shared and/or distributed in between the parties hereto i.e. the Owners and the Developer herein. Save and except the Owner's allocation the Developer is entitled to get the remaining portion of the building to be constructed as per sanction plan to be sanctioned by the competent authority upon the said premises together with undivided impartiable proportionate share of the land including common facilities and amenities available to the said building which is morefully and particularly mentioned in the SCHEDULE "B" hereinbelow.

5.4. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said plot or any part thereof to the Developer or in creating any it, title or interest in respect thereof to the Developer save and except to commercially explore the same in terms hereof be construction the building

on the said plot and to deal with Developer's Allocation/Saleable area in the building in the manner herein stated.

ARTICLE-VI: POSSESSION

6.1. That the delivery of possession of the said existing property by the Owners of the One Part to the Developer of the Other Part shall be absolutely on as is where is basis and shall include the part and portion of the said existing buildings as occupied by the existing tenants. After execution of this agreement there shall be tripartite meeting/meetings to be held between the Owners and the Developer herein and the existing tenants/trespassers/encroachers. All expenses and costs as would be required for rehabilitation of the existing tenants shall be borne by the developer of the other part herein exclusively.

ARTICLE-VII: PROCEDURE

7.1 The Owner shall grant and/or execute and register a General Power of Attorney in favour of the Developer for the purpose of for obtaining sanction plan from the competent authority to execute necessary documents, affidavits and Agreement for Sale and Deed of Conveyance/s in respect of undivided share of the land and other related works in favour of the intending Purchaser(s) etc of the said premises.

7.2 The Owner shall also grant proper authority to the Developer and/or their nominee or nominees by giving a registered General Power of Attorney as may be required by the Developer for the construction of the proposed building as per sanction plan to be sanctioned by the competent authority and for development of the said premises and represent the Owner for all purpose in connection with appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the Owner

7.3 Apart from the registered and Notarised General Power of Attorney, the Owner do hereby undertakes that they shall execute as and when necessary all papers, deeds, documents, plans etc. for the purpose of development of the said premises, if necessary.

ARTICLE-VIII: DEALINGS OF SPACES IN THE BUILDING

8.1. The Developer shall on completion of the building, put the Owner undisputed possession in complete and habitable condition with completion certificate issued by the competent authority, from of the Owner's allocation TOGETHER WITH the rights, in common to the common facilities and amenities to be enjoyed proportionately with other Owner of units/ floors/ flats/ commercial spaces. The Developer also shall hand over possession to buyers from his allocation after handing over possession of the Owner's allocation.

8.2. That on handing over the owners allocation the owners shall execute such as possession letter, deed of release/no objection etc. in favour of the Developer for its use and enjoyment etc. and assessment of its allocated portion in the records of the concerned municipal authority, local authority and elsewhere enable him to transfer the same smoothly.

8.3. That upon completion of the construction work in all aspects, the Owners would be entitled to their share of 50% (fifty percent) of the total area of the entire building to be constructed over the said plot of land finished in all respects and in inhabitable condition and which includes the share and/or portion of the existing tenants/trespassers/occupants of the premises, who shall be rehabilitated first, as will be agreed in between the parties and the said tenants/trespassers/occupants in the tripartite agreement, solely on the monthly rent basis which shall be received by the owner herein exclusively, which shall also includes an area measuring about 1000 Sq. Ft. super built-up area preferably at the third floor of the said proposed multi-storied building and also shall include the residential complexes, parking spaces, basement and also commercial spaces, if any, thereof of the entire building and/or project and upon completion of construction of the said proposed building in all aspect and in inhabitable condition, the saleable portion thereof shall be sold jointly and the Owner of the One Part herein shall execute a Power of Attorney in favour of the Developer of the Other Part herein to sell the Owner's Allocation excluding the area and/or portions of the existing tenants/trespassers/occupants as well as the new area the existing tenants/trespassers/occupants wishes to purchase, if any and the said area measuring of 1000 Sq. Ft. of the Owners for their own use.

It is further agreed between the parties hereto that before the initiation and/or starting of construction of the said proposed multi-storied building, if the existing tenants/trespassers/occupants does not wish to take possession of his/her portion of

rehabilitation for any reasons whatsoever, then such portion may be sold to any third party, and the consideration amount so received shall be equally distributed in between the Owners and Developer herein.

It is further agreed between the parties hereto that if any of the existing tenants/trespassers/occupants of the said plot of land wish to buy a new space then the owner of the one part herein would be entitled to sell from their allocation i.e. the Owner's Allocation.

8.4. On the strength of the registered General Power Attorney, if any, the Developer on behalf of the Owner shall execute and registered the Deed of Conveyance or Conveyances in favour of the intending Purchaser or Purchasers of the Developer's allocation of the building only to convey the undivided proportionate share of the land of the said premises, save and except the Owner's allocation and the costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

8.5. That even after completion of the construction the Owner of the One Part herein and Developer of the other part herein shall have the exclusive right over the roof of the said proposed multi-storied building to be constructed thereon and shall have the right to exploit the same for commercial purpose such as setting up of any tower and/or advertising hoarding etc. solely on their discretion, the amount so earned from such shall be shared equally between the owner and the developer herein and other intending purchasers and/or legal occupants of the said building shall not be entitled to receive any remuneration or part thereof and neither shall raise any objection thereto in any manner or howsoever and further that the other legal and/or bonafide occupants and/or the intending purchasers, excluding the owner herein, shall not have any right to access to the said roof.

ARTICLE-IX; BUILDINGS

9.1 The Developer shall at its own costs construct erect and complete multi storied building consisting of G+5 (ground plus five) storied building of the said premises in accordance with sanctioned plan which shall consists of basement/ parking space/ office/ commercial space/ residential space with such materials and with such specification as are mentioned in the **SCHEDULE-"E"** hereunder written and as may

be recommended by the Architect from time to time.

9.2 Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are not inferior to the standard as mentioned in the Building Laws.

9.3 The Developer shall install erect in the said building at the Developer's own costs standard new pump set, water storage tanks, overhead reservoirs, electric wiring fittings, lift cave and install a lift and other facilities as are required to be provided in a building having self contained units/floors/flats/commercial spaces/shops/car parking space/s/ basement constructed for sale of flats herein on ownership basis and as mutually agreed.

9.4. The Developer shall be authorized in the name of the Owner in so far as in necessary to apply for and entitlements and other allocations of or for cement, all types of steels, bricks other building materials and accessories allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage sewerage and/or other facilities, if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.

9.5. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed building in it various units/floors/flats/office/commercial spaces/shops/ car parking space/s/basement therein in accordance with the sanctioned building plan.

9.6 All costs, charges and expenses including architect's fees be discharged and paid by the Developer and the Owner will have no responsibility and/or liability in this Aspect to the Architect.

9.7. The name of the building shall be decided mutually between the parties hereto.

ARTICLE-X: COMMON FACILITIES

10.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due and as and from the date of registration of this agreement till handover of the entire building to i.e. Owner's and purchaser's

allocation.

- 10.2 As soon as the building is completed, the Developer shall after obtaining completion certificate from the competent authority and drainage connection, handover the possession of the share of and/or allocation of the existing tenants/trespassers/occupants therein and thereafter shall give written notice to the Owner requiring the Owner to take possession of the Owners' allocation in the building within 15 (fifteen) days after paying the developer refundable advance taken or giving constructed area from their allocation at mutually agreed price of adjustable advance of Rs. 75,00,000/- (Rupees Seventy Five Lacs) only taken by the owners. If the owners fail to do so within 15 (fifteen) days of the notice served, the developer shall be free and entitled to give possession of his allocated portion to his purchasers.
- 10.3. The Owner and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses, and proceedings, whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by Owner or the Developer in this behalf.
- 10.4. Any transfer or any part of the Owners' Allocation of the new building shall be subject to the other provisions hereof and the respective transferee shall have to be responsible in respect of the space transferred, to pay the said rates and service charges for the common facilities in accordance with law.
- 10.5. If any one fails to pay maintenance charges in respect of his particular area in that event they/he should pay interest as would be mutually determined by the association to be formed by and between the Owner and buyers of other flats.
- 10.6. The Owner shall not do any acts deeds Developer shall be prevented from completion of the said building, as per approved plan.
- 10.7. Both the Developer and Owner herein shall enjoy their respective allocations/portions in the said building under their respective allocations/portions in the said building under their occupation forever and after registration of conveyance

shall hold with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

ARTICLE-XI: COMMON RESTRICTION

11.0 The Owner's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building which shall include the follows:-

11.1 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

11.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.

11.3. Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless :-

a. Such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.

b. The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area of each of their respective possession.

11.4 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye laws, rules and regulations.

11.5 Neither party shall do or cause or permit to be done any act or thing which may

render void and viable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any reach.

11.6. No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrances shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.

11.7. Neither party shall throw or accumulate any dirt, rubbish, waster or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

11.8. Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any upon the each party's allocation and each party thereof for the purpose of maintenance or repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

ARTICLE-XII: OWNERS' OBLIGATIONS

12.1 The Owner doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any unreasonable interference or hindrance is caused by the Owner or his agents servants representatives causing hindrance or impediment to such construction the Owner will be liable for damages.

12.2 The Owner doth hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building at the said premises in favour of the intending buyers of units/ floors/flats/commercial/ office spaces/shops/car parking spaces/ basements in the said building. The Owner further gives undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility subject to fulfillment of the Developer's obligation to the Owner as agreed upon herein.

12.3. The Owner doth hereby agreed and covenant with the Developer not to let out, grant, lease mortgage and/or charge or part with possession of the said premises or any portion thereof before the construction is completed without the consent in writing of the Developer on and from the date of execution of this Deed/Agreement.

12.4. The Owner herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said building save and except in case of any illegal acts and default of the Developer. It is recorded herein that the completion period of the proposed building shall be only 36 (thirty six) months from sanction plan and receiving vacant possession of the premises therefrom as per and in accordance with the sanction plan to be issued by the competent authority and/or authorities. No further extension of time shall be allowed and time of completion shall be the essence of the contract.

12.5. The Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreements.

12.6 The Owner hereto without being influenced or provoked by anybody to hereby categorically avoid that as the Developer starts the construction of the said proposed building exclusively at his own cost arrangement and risk in as much as without having an financial participation and/or involvement on the part of the Owner hereto, the Owner henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the General Power of Attorney although otherwise mentioned in thereof and the Developer shall be at liberty to receive any amount from any Purchaser/Purchasers in their own name and to appropriate the said sale proceeds of the units/floors/flats/spaces/shops/car parking of the said building with regard to the Developer's and Owner's allocation at its sole discretion without having any attachment and/or share thereon of the Owner hereto. Be it recorded that the money collected by the Developer from the purchaser/purchasers shall not in any way fasten the Owner with any liability nor shall it create charge upon the said property or any part thereof.

12.7. The Owners shall execute necessary registered deed/deeds of conveyance in

favour of the intending purchasers or nominees of the developer either themselves or through the Developer by virtue of Power of Attorney given to them as and when so required by the Developer in respect of the Developer's allocation after the developer has given possession of the owner's allocation to the owners complete in all respects.

12.8. That the owners shall not have any right to repudiate and/or cancel the agreement until and unless the Developer makes any breach of the terms of this agreement.

12.9. The owners shall be liable to bear all costs of mutation of the owner's allocation after completion of the said building, the Owners shall record their names in the records of the concerned municipality and/or corporation for all purposes before sanction of the building plan in the name of the owners at their own costs and expenses. However, to facilitate ease of work if any changes in the record are to be done, the same has to be carried by the Developer with the consent of the owners at the costs and expenses of the Developer.

12.10. The Owners shall bear all litigation costs and court expenses to clear the defect in the title deeds of the said property, if any. All defects or lacuna found in the title of the owners or any claim or demand arises regarding title of the property the owners shall clear the lacuna and/or defect in titles at their own costs and liabilities.

ARTICLE-XIII: DEVELOPER'S OBLIGATIONS

13.1. That the Developer of the Other Part shall commence the demolition of the existing construction within 60 (sixty) days from the date of settlement and rehabilitation of the existing tenants/trespassers/encroachers and only after obtaining the necessary sanction plan from the competent authority.

13.2. The Developer doth hereby agrees and covenants with the Owner to complete the construction of the building within 36 (thirty six) months from sanction plan and receiving vacant possession of the premises therefrom as per and in accordance with the sanction plan to be issued by the competent authority and/or authorities. Such time is made the essence of this agreement entered into by and between the parties hereto.

13.3. The Developer hereby agrees and covenants with the Owner not do any act deed

or things whereby the Owner is prevented from enjoying selling assigning and/or disposing of any of the Owners' allocations in the building at the said premises.

13.4. The Developer doth hereby agree and covenant with the Owner not to transfer and/or assign the benefits of this agreement or any portion thereof to any party or parties without the consent in writing of the Owner.

13.5. The Developer hereby agrees covenants with the Owner not to violet or contravenes any of the provisions of rules applicable to the construction of the said building.

13.6. The Developer hereby agrees and covenants with the Owner not to part with possession of the Owners' Allocation or any portion thereof to any third party as agreed upon but the developer may deliver or part with possession of its allocated portion to any one, may enter into agreement with party or parties for sale of any part of its allocated portion in the building to be erected upon the said premises.

13.7. The Developer hereby agrees and covenants with the Owners of the Developer shall procure the completion certificate from concerned authority before delivery of Owner's Allocation.

ARTICLE-XIV: OWNERS INDEMNITY

14.1. The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances on the part of the Owners provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed.

14.2. All amounts paid by the Developer to the Owners in advance and/or earnest money shall be refunded/ repaid without interest by the owners to the developer on or at the time developer gives possession to the owners allocation. In case the owner wants to retain the money the same shall be adjusted against the owner's allocation at the prevailing market rate and the area so adjusted shall be deducted from the owner's allocation and retained by the developer.

ARTICLE-XV: DEVELOPER'S INDEMNITY

15.1. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising of any sort of act of accident or omission or commission of the Developer in relation to the making of construction of the said building and the Developer shall be fully responsible if the construction fails down due to inferiority of the materials and other patent defects thereto.

15.2. The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the developer's action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in.

ARTICLE-XVI; MISCELLANEOUS

16.1. The Owner and the Developer have entered into the Agreement purely as a contract on basis of this joint venture agreement and under any circumstances this shall not be stated as partnership and/or Associations or persons in between the Owners and the Developer.

16.2 Immediately after possession of premises, be given by the Owners, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanctioned building plan.

16.3. The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions suits proceedings costs charges and expenses in respect thereof.

16.4. It is understood that from time to time the owners shall facilitate the uninterrupted construction of the building by the Developer, various acts, deeds, matters and things not herein specified that may be required to be done by the Developer for which the developer may require the authority of the owners and various applications and other documents may be required to be signed or made by owners relating to which specific provisions may not have been mentioned herein, the owners hereby undertake to do all such acts, deeds matters and things and the owners shall

sign and execute any such additional power of Attorney and/or authorize as may be required by the Developer for that purpose and the owners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters, and things do not in any way infringe the rights of the owners and/or go against the spirit of these presents.

16.5. The Developer and/or his nominees and the Owners shall mutually frame scheme for the management and administration of the said building and/or common parts hereof the Owners hereby agree to abide by all the rules and regulations to be framed by any society/association/ holding/ organization and/or any other organization who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations. It is made clear that the Association of Owners of the respective units shall maintain the said building, after the handover possession to the prospective buyers by the Developer.

16.6. As and from the date of completion of the building the Developer and/or its transferees and the Owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes, water tax and drainage and sewerage tax of concerned Kolkata Municipal Corporation and its other payments as and when asked for by the concerned department and maintenance charges payable in respect of their respective spaces.

16.7. The proposed building to be constructed by the Developer shall be made in accordance with the specifications morefully particularly mentioned and described in the **SCHEDULE "D"** hereunder written.

ARTICLE-XVII: FORCE MAJEURE

17.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative objections prevented by the existence of the **"Force Majeure"** and shall be suspended from the obligation during the duration of the **"Force Majeure"**.

17.2. **"Force Majeure"** shall mean, flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the

parties hereto.

ARTICLE - XVIII: PENAL CLAUSE

18.1 In the event of the owners committing breach of any of the terms and conditions herein contained or delaying in giving delivery of possession of the said property, the developer shall be entitled to and the owners shall liable to pay such losses ad compensation and shall be settled between both the parties hereto, provided however, if such delay shall continue for a period of six months hen and in that event, in addition to any other right which the developer may have against the owners, the developer shall be entitled to sue the owners for specific performance of his agreement or to rescind or cancel this agreement and claim refund of all the monies paid and/or incurred by the Developer and such losses or damages which the developer might have suffered.

18.2. If the Developer fails and /or neglect to complete the construction of the said building within the time period stipulated herein (time being considered as the essence of this contract) then the Developer or their nominee or nominees shall forthwith lose all the rights under this Agreement that is to say all such rights will be forfeited and this Agreement shall stand ipso facto cancelled and determined subject to the right of the Owners by reasons of the breach of the contract on the part of the Developer. In case of cancellation of this Agreement the nominee of the Developer with whom the Developer might have in the meantime entered into agreement for transfer of the Developer's Allocation in the building and might have received advanced/earnest money/ consideration money, shall have no right or cause of action against the Owners. Neither the nominee or nominees shall have any right over the area booked by them in the said premises and further that in such cases all the moneys paid by such nominees to the Developer shall be forfeited so far as the Owners are concerned and that the Owners be absolutely free from all nominee or nominees and the Owners shall have every right to enter into fresh contract with any other Developer or Developers or others for completion of the building **NOT WITHSTANDING** anything contained hereinabove the nominee or nominees of the Developer shall not lose entitlement to contain the areas booked by such nominee or nominees on conditions that further payment of the said building is made by such nominees or nominees proportionately either direct to the Owners or to the new

Developer to be appointed by the Owners in place and stead of the present Developer.

18.3. Similarly, for any act, commissions on the part of the Owners, if the Developer is prevented from completing and/or unable to complete the construction of the said building in all respect within the stipulated period then and in that event the Developer shall have the right to claim damages and the Owners shall also remain bound to pay damages to the Developer as will be sustained by the Developer without raising any objection thereof **PROVIDED HOWEVER** this claim will not be applicable to the Owners if they are constrained to take such actions for the lapse or acts of the Developer.

ARTICLE-XIX; JURISDICTION

19.1. The Courts (Civil & Criminal) shall have the jurisdiction to entertain and determine all actions suits and proceedings out of these presents between the parties hereto.

ARTICLE-XX; ARBITRATION

20.1. Any dispute or differences arising as between the owners and the developer regarding any matter in respect of the development of the said property the same shall be referred to the Arbitration as per provisions of the Arbitration and Conciliation Act, 1996 (as amended) from time to time in this regard and shall be decided and determined accordingly in between the Owners, Developer and Advocates of both of them.

THE SCHEDULE "A" ABOVE REFERRED TO (Description of the said premises)

ALL THAT undivided share or interest in all that ground plus two (G+2) storied building on the front side and ground plus one (G+1) storied building on the back side together with piece and parcel of plot of land measuring by estimation an area of about 1337.35 square meters or 19 (nineteen) Cottahs 15 (fifteen) chittacks and 36 (thirty six) square feet be the same little more or less whereof on part whereof the same is built or erected situate and lying at and being premises no. 157B, Lenin Sarani, Police Station- Bowbazar, Kolkata- 700 013 within the limits of the Kolkata Municipal Corporation together with all rights of easements over a long and under

PRAGATI INFRASTRUCTURE
Neeraj Kumar
Partner

common passage butted and bounded in the manner following:-

- ON THE NORTH :- By Premises No. 157C, Lenin Sarani, Kolkata.
 ON THE SOUTH :- By Lenin Sarani Kolkata.
 ON THE EAST :- By Premises No. 157A, Lenin Sarani, Kolkata.
 ON THE WEST :-

THE SCHEDULE "B" ABOVE REFERRED TO
 (Allocation)

On completion of the proposed building in all respect by the Developer at his own cost and expenses, the spaces shall be allocated in the following manner:-

That the Owner of the One Part and the Developer of the Other Part will be jointly entitled to half of the share i.e. the 50% (fifty percent) share of the total area of the entire proposed multi-storied building finished in all respects and in inhabitable condition, shall include the residential complexes, car-parking spaces, basement and also commercial spaces, if any. However the area for rehabilitation of the existing tenants/trespassers/occupants into the said proposed multi-storied building and further an area of 1000 Sq. Ft. solely at the joint choice of the Owners herein, preferably on the third floor for their personal use, of the said proposed multi-storied building shall be exclusively borne out of the Owner's share in portion, in the said plot of land morefully and particularly described in the Schedule-A hereinbelow together with all easements rights, facilities and amenities annexed to the proposed building along with undivided impartiable proportionate share of the land underneath.

THE SCHEDULE "C" ABOVE REFERRED TO
 (Common Areas/Portions)

1. Entrance and exits to the said premises and the proposed building.
2. Boundary walls and main gate of the said premises and proposed building.
3. Use and access to the Ultimate Roof Top of the proposed building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).

5. Space underneath the stairs of the ground floor where matters will be installed and electrical wiring and other fittings (excluding only those as are to be installed within the exclusive area of any flat and / or exclusively for its use).
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room.
7. Lift facility on the entire complex for all floors.
8. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
9. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said premises and the said Building as are necessary for passage and user of the flats / units in common by the co-owners.
10. Land underneath of the proposed building.
11. Common bath cum privy in the ground floor of the proposed building.
12. Several fire extinguishers on each and every floors and emergency exit doors for the commercial spaces and on ground floors.

THE SCHEDULE "D" ABOVE REFERRED TO
(Common expenses)

On completion of the building, the Owners, the Developer and their nominees including the intending Purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;

PRAGATI INFRASTRUCTURE
Nemari K. P.
Partner

- c) All charges and deposits for supplies of common utilities to the Co-owner in common;
- d) Municipal Tax, water tax, drainage and sewerage tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchasers;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the Co-owner in common;

THE SCHEDULE "E" ABOVE REFERRED TO WORK SCHEDULE/SPECIFICATION

Sl.No.	Item	Description
1.	R.C.C. FRAME WORK STRUCTURE	Concrete Mix (1: 2: 4) cement, sand & stone chips.
2.	BRICK WORK	All exterior brickwork and walls shall be 8" thick 85 all internal walls shall be 3" thick erected in Cement Mortar Ratio of (1: 5) except the staircase interior walls and separating walls between tenements will be 5" thick. Bricks shall be of 1st class grade
3.	FLOOR: SKIRTING & DADO	(a) Vitrified tiles flooring to be laid on all rooms and to skirting 4" high. (b) Kitchen to have marble flooring (as per discretion of the Developer) and ceramic tiles on walls finished up to 4' from cooking

top all round the topping.

(c) Toilets to have marble flooring (as per discretion of the Developer) with dado of ceramic tiles up to height of 6' from the floor level.

4. COMMERCIAL AREA The closings of the entire commercial spaces and/or area shall be of iron made shutter with manual locking systems.
5. DOORS FOR RESIDENTIAL AREAS (a) Main entrance shall have wooden door and others will be of flush door adequately designed on both sides and hung on 3 nos. of steel hinges on Sal wood frame and fitted with a peep hole, one 8" long tower bolt from inside, one handle from outside.

(b) All other entrances shall have flush door with painted finish on both surface and hung on 3 nos. steel hinges on Sal wood frame and fitted with one 6" long tower bolt inside and one hatch bolt outside.
6. WINDOWS All windows to be of Aluminum frame fitted with 3 mm glass panels with mild steel grills of 10 mm thick square bars. The toilet glass shall be translucent.
7. PAINTS The building shall be painted externally with weather coated paints and internally with putty.
8. SEPERATE SPACE FOR (a) Space for electric meter, Pumps & D.G. Set shall be provided, preferably on the ground floor.

PRAGOTI INFRASTRUCTURE

Hemant K. Sharma

Partner

(b) Stair room shall be provided with light and ventilation.

(c) M.S. Grill stair railing to be provided with wooden hand rail.

(d) Flooring of Staircase: Marble/ Tiles flooring to be laid and to skirting 6" high.

9. LIFT CAVE

The entire structure to be constructed as per sanctioned building plan to be sanctioned by concerned Authority of Kolkata Municipal Corporation shall include the lift facility for which

10. SANITARY
PLUMBING

& All plumbing lines shall be concealed

11. TOILETS

(a) One shower.

(b) One No. of Tap with Hot & Cold Mixture.

(c) One water closet of white colour)

(d) One washbasin of white colour with taps
(One toilet)

(e) Geyser Point.

12. KITCHEN

(a) One sink with tap.

(b) 2 ft. wide kudappa stone working top as in layout.

13. WATER SUPPLY

(a) Water Reservoir will be provided at the Roof top.

(b) Suitable electric pump will be installed at the G.F. to deliver water to overhead water reservoir from G.F. water reservoir.

14. ELECTRICAL
INSTALLATION

(a) One suitable electrical connection and meter from _____ for the entire building. Separate meter for individual flat at purchaser cost and persuasion.

(b) One fan point, Two light points, and one Samp plug point in bed rooms.

(c) Only one air condition point at the master-bedroom

(d) Three light points, Two fan points, Two Samp plug points in the living and dining room.

(e) One light point and one exhaust fan point and one Samp point in kitchen.

(f) One light point and one exhaust fan point in each toilet.

(g) Concealed T.V. 85 Telephone line will be provided ISHSe convenience of purchaser (Maximum One No.)

(h) All electrical lines will be as per existing regulation shall be concealed.

(i) MCB/MCCB will be provided adequately depending on the electrical distribution system. (i) A.C. Point (Extra charges).

(j) One Foot Lamp in each bed room and

living room.

15. ROOF

(a) Suitable water treatment shall be done at the roof slab.

(b) A 3'-0" high parapet wall shall be erected as per elevation all round the roof slab.

(c) Suitable 4" dia. PVC pipes shall be provided for proper drainage of rain water.

16. D.G. SET

Diesel Generator of _____ KVA of standard brand and/or manufacturer shall be installed.

IN WITNESS WHEREOF the **PARTIES** have put their respective signature on the day, month and year first above written.

SIGNED SEALED & DELIVERED by the **PARTIES** at Kolkata in the Presence of:-

WITNESSES:

1. Bipul kr. Chakrabarty
164A, Uttar katha Danga Rd.
KO 1-61.

1. Gayatri Saha.

2. Himadri Saha.

3. Meruna Saha.

Signature of the **OWNERS**

2.

1. *Edan Biswas* PRAGOTI INFRASTRUCTURE
Partner
2. *Amit Das Gupta* PRAGOTI INFRASTRUCTURE
Partner
3. *Nemai Mitra* PRAGOTI INFRASTRUCTURE
Partner

Signature of the partners of the
DEVELOPER

Drafted by and Prepared
in the Office of:-

Ankita Das Chakraborty

ANKITA DAS CHAKRABORTY
ADVOCATE.
HIGH COURT CALCUTTA

1941 of 2011

Igayatri Saha.

Himadri Saha.

Meruna Saha.

MEMO OF COSIDERATION

Received from and within the named Developer a sum of Rs. ⁵¹48,29,254/- (Rupees ~~Forty Eight~~ ^{Fifty one} Lacks Twenty Nine Thousand Two Hundred Fifty Four) only out of total advance non interest refundable consideration of Rs. 75,00,000/- (Rupees Seventy Five Lacs) only on different dates by Cheques and Cash in the manner as follows:

SL. NO.	MODE OF PAYMENT	AMOUNT
1.	By Cheque No. 579701, Dated 07 th February, 2008, Drawn On Allahabad Bank, Shyambazar Branch	Rs. 10,00,000/-
2.	Demand Draft no. 002935 drawn on Allahabad Bank	Rs. 11,25,461/-
3.	Cash	Rs. 3,793/-
4.	By Cheque No. 076424, Dated 30.12.19, Drawn On OBC Bank, Dunlop Branch	Rs. 3,00,000/-
5.	By Cheque No.000003, Dated 3.07.2020, Drawn On Kotak Mahendra Bank	Rs. 3,00,000/-
6.	By Cheque No.000001, Dated 3.07.2020, Drawn On Kotak Mahendra Bank	Rs. 10,50,000/-
7.	By Cheque No.000003, Dated 3.07.2020, Drawn On Kotak Mahendra Bank	Rs. 10,50,000/-
TOTAL		Rs. 48,29,254/-

8. By Cheque - 000061, Dated - 3.01.20,
WITNESSES: HDFC Bank, B.K. Paul Branch

3,00,000/-

Rs. 51, 29, 254/-

Igayatri Saha,

Himadri Saha.

Meruna Saha.

1. Igayatri Saha.

2. Himadri Saha.

3. Meruna Saha.

Signature of the OWNER/VENDOR